

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

COUNTY OF IMPERIAL

AND THE

IMPERIAL COUNTY SHERIFFS ASSOCIATION
(ICSA)

Effective Through

June 30, 2017

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Article 1 PARTIES TO THE MOU

This Memorandum of Understanding (hereinafter "MOU") is made and entered between the County of Imperial (hereinafter "County") and the Imperial County Sheriff's Association (hereinafter "ICSA").

Article 2 EMPLOYEES COVERED

The provisions of this MOU shall apply to all employees occupying those job classifications herein identified in Appendix A. The bargaining unit shall include permanent and probationary part-time and full-time employees and shall exclude extra-help, seasonal, substitute, and temporary employees.

Article 3 TERM OF MOU

- A. Upon Agreement of the parties, ratification by the bargaining unit and adoption by the Board of Supervisors, this MOU shall be in effect through June 30, 2017.
- B. During the final year of this MOU, and before June 1, 2017, the bargaining units shall submit a written request to begin negotiations for a successor MOU to the County. Failure to provide notice shall result in the extension of this MOU for one (1) additional year on the same terms and conditions as contained herein.

Article 4 SCOPE OF REPRESENTATION

The scope of representation shall be as set in Government Code section 3504, which provides that the scope of representation shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, except, however, that the scope of representation shall not include consideration of the merits, necessity, organization of any service or activity provided by law or executive order.

County shall provide prior notice of proposed rules, ordinances, resolutions or regulations affecting matters within the scope of representation pursuant to Government Code section 3504.5 except in cases of emergency. COUNTY shall be authorized in an emergency, and for the duration of such emergency, to suspend any provision of this MOU which is reasonably necessary to protect public health and safety

without notice and without meeting and conferring where such prior notice and meeting is impracticable. In such emergencies, the COUNTY shall provide notice and opportunity to meet at the earliest practicable time following the adoption of the ordinance, rule, resolution, or regulation.

Article 5 COUNTY RIGHTS

The County retains all rights ~~which are excluded~~ from the scope of representation. Such rights include, but are not limited to, County's exclusive right to determine its mission(s) and the mission(s) of its departments, the procedures, and standards of selection for employment, appointment and promotion; to direct, assign, supervise, discipline, relieve from duty because of lack of work or lack of funds or for other legitimate reasons; evaluate its employees and determine the content of job classifications; maintain the efficiency of governmental operations; determine the methods, means, numbers and types of personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; contract and subcontract out work of all employees in a class or department where determined by the County Board of Supervisors to be in the best interests of the County provided that such contracting out does not result in the layoff of unit members; exercise complete control and discretion over its organization and the means, methods, and procedures of organizing and performing its work; to review and determine the merits, necessity, or organization of any service or activity provided by law or executive order; and to execute above powers and authority in any manner not inconsistent with the specific terms of this MOU, provided that such terms are in conformance with law.

Article 6 EMPLOYEE RIGHTS

Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for purpose of representation on all matters of employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Unit members also shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the County. No employees shall be interfered with, intimidated, coerced or restrained, coerced or discriminated against by the County, ICSA, or by any employee organization because of the employee's exercise of these rights.

Article 7 ICSA RIGHTS

ICSA representatives may have access to its members during the work day on non work time to discuss ICSA business. Further, upon request for representation by an employee represented by the ICSA, such representative shall be permitted reasonable time during work hours without loss of pay to conduct such representation. Such business or representation shall not be permitted where manpower or shift

assignments are adversely impacted, or additional staffing or compensation will or does result. The ICSA may use facilities of the Sheriff's Office for ICSA meetings on non work time, and when not previously reserved or scheduled for cleaning or maintenance, to conduct ICSA business providing that the ICSA gives the Sheriff or designee reasonable advance notice of any such request, and the facility or facilities are available for such use.

Article 8 SALARIES

1. Wage Adjustment in July 2014

All current employees covered under this MOU on the date of ratification by the bargaining unit and approval by the Board of Supervisors shall be entitled to a 2.5% wage adjustment retroactive to July 1, 2014 for hours worked while covered under this MOU. The payment is to be made at the earliest feasible date after approval of the Board of Supervisors.

2. One-Time Bonus

All full-time employees in a classification covered by this MOU who are employed by the County as of May 14, 2015, shall receive a one-time bonus equivalent to 2.5% of one (1) year (2080 hours) of the employee's base compensation. The calculation of the bonus shall be based strictly on each employee's base hourly rate (per the applicable salary schedule) as of May 14, 2015. The calculation of the bonus shall not include overtime or any additional compensation apart from the base hourly rate. This one-time bonus will be issued during the last full pay period of June 2015.

Determination of eligibility for receipt of bonus payment shall be made by the Director of Human Resources and Risk Management.

3. Wage Adjustment in June 2016

A 2.5% wage adjustment for those classifications covered under this MOU effective the last full pay period in June 2016.

The compensation increases provided during the term of this agreement shall satisfy any and all obligations of the parties to reopen Article 8 of the MOU for further negotiation. No further reopener on economic issues, including salaries, shall be required during the term of this MOU.

Article 9 HEALTH INSURANCE

Medical	Employee Only	Employee & Spouse	Employee & Children	Employee, Spouse & Children	DUAL Employee & Employee	DUAL Employee, Employee, & Children
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- A. Each employee's total bi-weekly contribution toward the purchase of one of the three County health benefit plans effective January 1, 2015, shall be the following for each plan:

Plan I

County Contribution	\$152.10	\$324.61	\$226.96	\$399.47	\$410.60	\$535.06
County Subsidy	\$21.82	\$46.81	\$36.01	\$60.99	\$59.08	\$82.70
2015 Employee Cost Plan 1	\$57.47	\$124.90	\$118.82	\$186.28	\$26.64	\$28.98

Plan II

County Contribution	\$152.10	\$324.61	\$226.96	\$399.47	\$466.89	\$614.75
County Subsidy	\$20.43	\$44.03	\$34.44	\$57.98	0.00	0.00
2015 Employee Cost Plan 2	\$ 44.13	\$ 98.25	\$103.76	\$ 157.30	0.00	0.00

Plan III

County Contribution	\$ 152.10	\$324.61	\$226.96	\$399.47
County Subsidy	\$ 15.84	\$33.80	\$23.63	\$41.60
2015 Employee Cost Plan 3	0.00	0.00	0.00	0.00

- B. The County shall pay the difference between the above maximum employee contributions and the total actual premium costs. Any increase in either the County's contribution and/or the employees contribution toward full payment of the premium for any of the above health plans shall be paid automatically by each employee by payroll deduction from the employee's bi-weekly paycheck without further authorization by the employee unless mutually agreed otherwise in a successor MOU or other mutual agreement between the ICSA and the Board of Supervisors, unless employees choose to select another plan option during the open enrollment period. Employees will be notified of any increases in the premiums for the health plan which will be effective at the beginning of the plan year on January 1. Such notice shall be provided no later than sixty (60) days prior to the end of the plan year in which such increase is to commence. Such notice shall also identify a thirty (30) day period prior to the end of the plan year which shall be the open enrollment period.

- C. The selection of the Medical Plan shall be at the employee's option, which must be exercised in writing by the employee during the enrollment periods established by the County. If the employee makes no selection, the County will select employee only coverage under Medical Plan III.
- D. The County will provide at no cost to the employee vision and dental benefits under the self-funded or the Dental Health Services (DHS) plans approved by the Board of Supervisors. The employee must select in writing to ~~participate~~ in such plans during the open enrollment periods established by the County.
- E. The County Health Plans configured as shown in the summary table.

Benefit Feature	Plan I	Plan II	Plan III
Maximum Lifetime Benefit			
Per Employee, Retiree or Dependent	N/A	N/A	N/A
Annual Deductible (1)			
Individual	\$500	\$1,000	\$1,500
Family	\$1,000	\$2,000	\$3,000
In-Hospital Admission Fee (2)			
(For medical and mental health services)	\$ 250 per day (3 day max)	\$ 250 per day (3 day max)	\$ 250 per day (3 day max)
Emergency Room Services	\$100	\$100	\$100
Co-Insurance			
(For medical and mental health services)			
Preferred Providers	20%	20%	20%
Out-of Pocket Limit	\$ 3,000	\$ 6,000	\$ 6,000
Non-Preferred Providers (4)			
Out-of Pocket Limit	\$ 6,000	\$ 12,000	\$ 12,000
Prescription Drug Benefit			
Brand (Deductible per individual)	\$ 200 Separate Deductible	\$ 200 Separate Deductible	\$ 350 Separate Deductible

Brand (Co-insurance)	20%	20%	20%
Generic (Deductible per individual)	\$0	\$0	\$0
Generic (Co-insurance)	n/a	n/a	n/a
Chiropractic Benefit	80%	80%	Not Covered
Annual Maximum	\$125	\$125	Not Covered
Cost Containment (3)	Included	Included	Included

Applies to Plan I, II and III

Preventive Care Benefits	PPO <i>Deductible waived</i>	Non-PPO <i>Deductible Applied</i>
<i>Annual Health Appraisal Examination</i>		
- Annual physical examination	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<i>Well Baby Care Benefits</i>		
- Office visits	No Charge	Not covered
- Routine laboratory services	No Charge	40%
<i>Immunizations & vaccinations including flu shot</i>	No Charge	Not covered
<i>Colorectal cancer screening</i>	No Charge	Not covered
<i>Osteoporosis screening (medically necessary)</i>	No Charge	40%

Benefit Modifications:

Generic Prescriptions: No annual deductible or co-insurance will be applied

Diabetes Management Training: Subject to Deductible, covered at 80% in network & 60% out of network.

Respiratory Therapy: Subject to Deductible, covered at 80% in network & 60% out of network.

Out of Network Emergency Services (as defined under plan document): covered at 80% in & out of network.

Out of Network Dialysis: covered at 80% in network & 80% out of network - when no network option is

available.

- (1) Annual Deductible is applied for Inpatient Services at all hospitals effective January 1, 2015 Deductible and Co-Insurance waived for Mexicali, (Mexico) Preferred Providers (PPO).
- (2) In-Hospital Admission ~~Fee is separate from~~ the Annual Deductible and will be charged for inpatient services provided in El Centro Regional Medical Center and Pioneers Memorial Hospital
- (3) Second Surgical Opinion, Hospital Pre-Certification, Length of Stay Review, Pre-Admission Testing And Medical Case Management
- (4) For services by Non-Preferred Providers, the County will only pay 60% of the allowable amount; the employee is responsible for all other charges.

Employee is responsible to verify the status of a Preferred or non-Preferred Provider prior to receiving services.

Article 10 LIFE INSURANCE

The following life insurance benefits will be provided:

- A. Effective January 1, 2014, the County will provide to each full time bargaining unit member, at the County's expense fifty thousand dollars (\$50,000) of Group Term Life Insurance.
- B. The County will contribute, on behalf of each employee, the sum of \$7.29 per pay period toward the purchase of the County sponsored Voluntary Term Life Insurance program. The employee may as permitted by the plan purchase additional life insurance at the employee's expense.

Article 11 UNIFORM

The County will provide each unit member required to wear a uniform or specified civilian attire while on duty for the County an annual allowance in the amount of \$1,100.00 each year payable in January 1. Unit members are to use the allowance to purchase uniforms, or specified civilian attire, as needed or desired. The Department Head shall specify the uniform or civilian attire to be worn on duty by unit members. Any uniform change(s) that will result in an expense to purchase new uniforms in excess of the uniform allowance during one calendar year will be phased in over a two year period.

Article 12 CLASS B DRIVER'S LICENSE

The County agrees to reimburse each unit member who is required by the Department to obtain a Class B Driver's License for the fee charged by the Department of Motor Vehicles for issuance of the license. Reimbursement will be made upon proof of payment of the fee and issuance of the license in accordance with the County payroll procedures.

Article 13 ON CALL PAY

Any unit member required by their management level supervisor to be "on-call" shall be compensated fifty (\$50.00) dollars for each seven (7) day period of "on-call" assignment. If the assignment is less than seven (7) days the employee shall be compensated at a daily pro-rated amount.

An officer who is "on-call" shall be accessible by phone at all times and must leave his or her location within thirty (30) minutes and respond to the worksite within a reasonable period of time and or required by his/her management. While "on call" the employee shall be free to pursue personal matters, so long as he/she remains able to respond promptly to the contact ready to work in accordance to all County Policies.

Article 14 RETIREMENT

- A. Subject to applicable policies, procedures, practices and regulations, the County contribution to the Imperial County Employees Retirement System for retirement on behalf of each bargaining unit member will continue to include a portion of the employee's contribution, not to exceed (3) three percent, during the term of this MOU.
- B. The Board of Supervisors adopted a resolution pursuant to Government Code sections 31678.2 and 31664.1 on the conditions specified in this Article. The resolution changed the formula for the calculation of retirement benefits applicable to the service credit earned by safety members of the County retirement system to that provided in Government Code section 31664.1 (AB 1937). Such resolution provides the additional pension identified in Section 31664.1 equal to 3% of the safety member's final compensation at the age of retirement up to the maximum at the safety member's age 50 (3% at 50). The additional pension includes credit for all prior service as a safety member for those retiring after the effective date of such resolution. Contributions were not made by safety members having credit for 30 years or more of continuous service. The Resolution was conditioned upon all safety members paying the full additional contributions of both the County and the safety member for the 3 % at 50 benefit on or after the effective date of

said resolution, including any increases in the contributions of the safety member and/or the County thereafter.

- C. Effective July 1st 2007, County shall contribute 1/3 of cost to cover the approximate \$7.3 funded Actuarial Accrued Liability (UAAL) or approximately \$2,419,588 to the safety member's retirement unfunded actuarial accrued liability reserve which is equivalent to an approximate 1.18% of payroll. Contingent upon the agreement of all safety bargaining units, effective July 1st 2007 Safety Employees will also contribute \$2,419,588 which is equivalent to an approximate 1.18% of payroll of the cost of its members unfunded actuarial accrued liability. Without the County's current relief for 2007 the total safety member's contribution rate would otherwise increase by 2.9%.

Article 15 FIELD TRAINING- JAIL TRAINING OFFICERS, PUBLIC SAFETY DISPATCHER STIPENDS AND CANINE PAY

- A. Deputy Sheriffs who are Field Training Officers (FTO) shall receive a stipend in the amount of 2.5% of base salary for all hours assigned a trainee. The Sheriff shall determine all FTO assignments and durations.
- B. Correctional Officers who are Jail Training Officers (JTO) shall receive a stipend in the amount of 2.5% of base salary for all hours assigned a trainee. The Sheriff shall determine all JTO assignments and durations.
- C. Public Safety Dispatchers who are assigned to train another Public Safety Dispatcher shall receive a stipend in the amount of 2.5% of base salary for all hours assigned a trainee. The Sheriff shall determine the duration of the assignment.
- D. Canine Pay: The appointing authority may assign an employee to a canine assignment. The duties of an employee assigned to such assignment shall include training, exercise, procuring food and supplies, veterinarian visits, feeding and grooming and other authorized activities. The parties agree that a reasonable estimate of the time spent for off-duty care, feeding and maintenance of the canine for employees assigned to canine assignment shall be one hour each day of the year.

Article 16 P.O.S.T. INCENTIVE

All Deputies shall be provided with incentive pay, as follows:

Employees possessing an Intermediate Peace Officer Standards and Training Certificate shall receive an amount equal to two and one-half percent (2.5 %) of base salary.

Employees possessing an Advanced Peace Officer Standards and Training Certificate shall receive an additional two and one-half percent (2.5 %) of base the maximum benefit under this Article shall be 5% of base salary.

Article 17 TUITION REIMBURSEMENT

Subject to existing policies ~~and procedures~~, regular, full time unit members may be reimbursed at the previously established rate for taking courses relating to their jobs. Reimbursement shall be limited to text books, tuition, and registration, parking and laboratory fees. Effective January 1, 2014, tuition reimbursement shall not exceed \$1,750 (undergraduate) and \$2,250 (graduate) per fiscal year. In order to be eligible, unit members must receive authorization from both the unit member's department head and the Director of Human Resources no later than thirty (30) days after commencement of the course of study.

- 1) Submit an official transcript or grade report showing that the course was completed and that the member received credit for the course; and
- 2) Provide a receipt indicating the amount of each of the above costs for which reimbursement is sought.

Article 18 IS ENHANCED RETIRMENT BENEFIT

- A. The County currently provides to eligible general retirement members retirement benefits based on Government Code section 31676.11. Effective the later of July of 2005, or the beginning of the first full month following final ratification of an MOU containing this Article 18, the County shall provide to eligible bargaining unit members who are general members of the County Retirement System, as opposed to safety members, the enhanced retirement benefits provided for in California Government Code sections 31676.14 and 31678.2 under the County Employees Retirement Law of 1937 on the terms and conditions set forth in this Article 18.
- B. Pursuant to Government Code section 31676.14, the County Board of Supervisors shall adopt a Resolution which shall provide to eligible general members an increase in the general service retirement allowance under the terms and conditions of Government Code sections 31676.14 and 31678.2 which shall be subject to the conditions set forth in this Sections 31676.14 and 31678.2 are incorporated reference herein as though fully set forth.
- C. The increased retirement allowance described in section B above shall include all eligible unit members on the effective date of enactment.
- D. Adoption of the resolution for the increased retirement benefit described in Section B above shall be conditioned upon bargaining unit members paying full additional contributions of both

County and the general member for the benefit upon the effective date of the benefit and any increases in the contributions the general member and/or the County thereafter. Currently, the increase to be paid to general members is estimated to be about 2.6% of each individual employee's compensation per month. However, the Retirement Board will set the exact current amount.

- E. General retirement ~~members~~ eligible for the benefit described in section B above shall not be required to pay any estimated unfunded liability for the benefit which existed prior to the effective date of the resolution whether known or unknown by the County.
- F. By final ratification of an MOU containing this Article, eligible unit members waive any right or entitlement they might otherwise have had to payment by the County of any increased payroll costs for the increased retirement benefit pursuant to Government Code section 31676.14.

Article 19 PRE TAX CONTRIBUTIONS TO RETIREMENT PLAN

The County proposes to treat employee contributions to the County Retirement Plan as if they were the employer contributions within the meaning of 26 U.S.C. section 414(h)(2) which shall result in unit member contributions to the retirement plan being paid by unit members but being made on a pre-tax basis to reduce gross taxable wages. If the parties tentatively agree to this provision in writing, the Board of Supervisors will adopt a resolution which will become effective January 1, 2006. The parties agree that the County shall not be liable for and is not responsible for advising individual members on the impacts of this plan on their current personal tax liability or upon their possible individual taxation upon the withdrawal or receipt of retirement contributions as a result of the adoption of a resolution pursuant to this provision.

Article 20 NONSERVICE CONNECTED DISABILITY RETIREMENT BENEFIT

Pursuant to Government Code section 31727.7, nonservice-connected disability pensions shall be provided to all eligible bargaining unit members who are general or safety members based on years of credited service on the conditions set forth below:

- A. Pursuant to Government Code section 31727.7, a nonservice -connected disability allowance shall be provided to disability retirements effective on or after January 1, 2006 in lieu of any other allowance to a general or safety member who has five (5) Years or more credited service based on the following conditions set forth below:

Years of credited Service:	Percentage of final
Five years, but less than six years	20.0
Six years, but less than seven years	22.0
Seven years, but less than eight years	24.0
Eight years, but less than nine years	26.0
Nine years, but less than ten years	28.0
Ten years, but less than eleven years	30.0
Eleven years, but less than twelve years	32.0
Twelve years, but less than thirteen years	34.0
Thirteen years, but less than fourteen years	36.0
Fourteen years, but less than fifteen years	38.0
Fifteen or more years	40.0

Article 21 PROBATIONARY PERIOD

- A. All employees shall serve an initial probationary period of twelve (12) months, except for employees hired in the following classifications who shall serve an initial probationary period of eighteen (18) months:
1. Deputy Sheriff Recruit
 2. Deputy Sheriff
 3. Senior Deputy
 4. Correctional Officer Recruit
 5. Correctional Officer
- B. The probationary period shall last a total of 18 months. The probationary period shall commence on the date of hire as either a Deputy Sheriff Recruit or a Correctional Officer Recruit. Upon the completion of the required training and appointment to the position of Deputy Sheriff or Correctional Officer, the probationary period shall continue for a total probationary period of 18 months.
- C. All employees who are promoted shall serve an additional probationary period in the new position of twelve (12) months, including law enforcement personnel. Said probationary period shall begin on the effective date of the promotion.

Promotions shall include appointments to positions in different higher-salaried classifications and appointments from a lower level to a higher level position in the same classification where a class has two or more levels.

Article 22 SICK LEAVE

- A. Subject to the limitations and requirements of County Ordinance 3.08.190, or its successor, unit members shall earn sick leave at the rate of .04615 hours sick leave for each paid, regularly scheduled working hour, to a maximum of eighty (80) working hours in any pay period.
- B. The County shall make payment of sick leave buy back on or before the first pay day in September.
- C. Unit members shall notify their immediate supervisor as soon as they are aware that they will not be able to report to work due to personal or family illness or injury.
- D. Employees absent from duty due to illness or injury in excess of three (3) consecutive work days, excluding intervening weekends, holidays and vacation days, may be required to furnish a statement from their physician verifying the necessity for the absence and certifying that the employee is released to return to work. Where a supervisor has reasonable cause to suspect the abuse of sick leave, such physician's statement may be required for a period of absence which is less than three (3) consecutive days.
- E. Any employee may use half of their annual accrued sick leave to attend to an illness of a child, parent, spouse or registered domestic partner. All conditions placed by the County on the use of sick leave shall also apply.
 - 1. For the purposes of this paragraph "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis or the child of a registered domestic partner. "Parent" means a biological, foster, or adoptive parent, a step parent, or a legal guardian.
 - 2. Nothing in this Article extends the maximum period of leave to which an employee may be entitled under Government Code section 12945.2 or the federal Family and Medical Leave Act of 1993.

Article 23 BEREAVEMENT LEAVE

Death or Critical Family Illness

Each employee shall be entitled to use a maximum of five (5) days accumulated sick leave credit within any fiscal year for each absence due to death of an immediate family member.

Bereavement Leave

Every unit member holding a permanent, full time position in the unit shall be entitled to bereavement leave without a charge being made for such leave to the employee's accumulated sick-leave benefits for up to three (3) bereavement leave incidents per fiscal year as follows:

- A. Three (3) days of "bereavement leave" for each death in the employee's immediate family for incidents occurring within 250 miles of the eligible employee's residence.
- B. Five (5) days of "bereavement leave" for each death in the employee's immediate family for incidents that occurs beyond a 250 mile radius of the eligible employee's residence.
- C. "Immediate family" for purposes of this benefit, is defined to include the employee's spouse, domestic partner, grandfather, grandmother, spouse's or domestic partner's grandfather or grandmother, father, mother, father-in-law, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandchild of either spouse or domestic partner or employee, and any relative living in the immediate household and any of the equivalent step relationships of the listed above.
- D. An employee shall be entitled to no more than fifteen (15) days of leave under this Article per fiscal year. However, the total allowable days shall be determined by the actual incidents, not to exceed fifteen days. Unused leave under this Section shall not accumulate from year to year.

Article 24 VACATION

- A. Employees shall earn vacation credits at the rate of .05769 hours of vacation credit for each paid, regularly-scheduled working hour, to a maximum of eighty (80) working hours in any pay period. Vacation credits may not be accumulated in excess of two hundred forty (240) hours.
- B. Employees who have completed fifteen (15) years of continuous full-time service earn .07692 hours of vacation credits for each paid, regularly-scheduled working hour to a maximum of eighty (80) working hours in any pay period. Vacation credits for the unit members may not be accumulated in excess of three hundred twenty (320) hours.
- C. Procedures for requesting, scheduling and the approval of vacation shall be governed by Section 1013 of the Imperial County Sheriff's Office Manual of Policies and Procedures.

Article 25 COMPENSATORY TIME OFF FOR HOLIDAYS

- A. An employee who works on a holiday as established by paragraph C of County Ordinance 3.08.250, as the County may amend the ordinance from time to time, employee shall be compensated at the regular rate of pay for all hours worked. In addition, the employee shall receive one and a half hours of compensatory time off for all hours worked on a holiday. Pursuant to County Ordinance 3.08.180, if any hours actually worked on the holiday exceed 80 hours in their scheduled work period, the employee shall be paid 1.5 times their regular rate of pay for those hours exceeding 80 in a pay period.
- B. An employee in the classification of Firearms Instructor who is required by the County to work on such a holiday shall receive straight time compensation for the holiday hours actually worked. In addition, the Firearms Instructor(s) shall receive forty (\$40.00) Dollars per pay period.

Article 26 HOLIDAYS

The following holidays shall be observed by the County:

1. January 1st
2. Third Monday in January
3. Third Monday in February
4. Good Friday
5. Last Monday in May
6. 4th of July
7. First Monday in September
8. Veteran's Day, November 11th,
9. Thanksgiving Day,
10. The Friday following Thanksgiving Day
11. Christmas, December 25th
12. Every day appointed by the president or governor for the public fast, thanksgiving or holiday.

In the event any of the above holidays fall on a Sunday then the following Monday shall be deemed a holiday in lieu thereof. In the event any of the above holidays fall on a Saturday then the preceding Friday shall be deemed a holiday in lieu thereof.

Employees shall receive their entire regularly assigned shift off as the birthday holiday. The employee must take the day off within thirty (30) days of their birthday or the birthday holiday shall be forfeited. Such holiday shall be scheduled in cooperation with the Department Head or designee.

Article 27 GRIEVANCE PROCEDURE

A grievance, for the purposes these procedures is the complaint of permanent unit member alleging unfair treatment, improper working conditions, or benefits to himself/herself which are subject to, and within, the prerogatives or control of County management to resolve.

Grievance Procedures

Grievances must be initiated within ten (10) working days after the act or omission which gave rise to the grievance. The failure of the grievant to file within the specified time limit at any step of the grievance procedure shall constitute an abandonment of the grievance. The failure of management to respond within in the specified time limits shall cause the grievance to move to the next step, if so desired by the grievant, effective as of the date by which the manager is required to respond. A "working day" is defined as any day when the County Administration Center is open for business.

- Step I An employee who has a grievance shall informally discuss the grievance with his/her immediate supervisor. Within ten (10) working days, the supervisor shall give an oral decision to the employee.
- Step II If the grievant(s) believes that his/her grievance has not been satisfactorily resolved, or if they receive no response from their immediate supervisor, the grievant(s) shall have ten (10) working days from the date of the supervisor's response, or ten (10) days from the submission at Step I, to formally submit the grievance in writing to the next higher authority. The higher authority shall within ten (10) working days of the receipt of the written grievance respond in writing to the aggrieved clearly explaining the decision or proposed action.
- Step III If the aggrieved is not satisfied with the written response received at Step II, then the grievant(s) may, within ten (10) working days of the response, appeal in writing to the department head. The department head shall confer with the grievant(s) and prior levels of supervision involved in an attempt to affect a harmonious solution. The department head shall reply in writing within ten (10) working days.
- Step IV If the aggrieved is not satisfied with the written response received at Step III, then the grievant(s) may, within ten (10) working days of the response, appeal in writing to the Director of Human Resources and Risk Management. The appeal must include the grievance, any attachments and the response at each level. The Director of Human Resources and Risk Management or designee shall review the grievance and respond in writing within ten (10) working days.
- Step V If the aggrieved is not satisfied with the response of the Director of Human Resources and Risk Management, the grievant may submit in writing to the Director of Human Resources and Risk Management within ten (10) working days a request for review by the Employment Appeals Board.

The time limitations at any step may be extended or stayed by mutual written agreement.

Special Provisions

The multi-level steps of the grievance procedure are designed to permit sufficient steps within larger departments having more ~~than one~~ supervisory level. In the case of departments with only one supervisory level between their employee and the department head, Step II is waived. In departments that have more than three (3) levels of supervision, the department head may require that the grievance be processed through all supervisory levels. If the department head is the immediate supervisor, Steps I and II are eliminated. A grievance originating in a department that does not have supervisory levels between the employees and the department head shall be responded to in writing by the department head.

Waive of Grievance

Failure of the grievant to file within the specified time limit at any step of the grievance procedure shall constitute an abandonment of the grievance. Failure of any designated level of management to respond within the specified time limits shall cause the grievance to move to the next step, if so desired by the grievant, effective as of the date by which the manager is required to respond.

Article 28 PERSONNEL FILES

The official personnel file of each employee shall be maintained at the County's central administrative office. Personnel files shall be confidential, and access to personnel files shall be limited to any individual with the written, signed and recently dated consent of the employee, representatives or agents of County with a need to know and authorization by County, or pursuant to judicial process.

Materials in the official personnel file of each employee which may serve as a basis for affecting the status of the member's employment are to be made available for the inspection of by the employee. Every employee shall have the right to inspect such materials upon request, provided that such request is made at a time when such member is not actually required to render services to the County.

Information of a derogatory nature shall not be entered in the personnel file of an employee until the employee has been provided with the original document, and has read, signed and dated a copy of the document containing the adverse comment indicating that the employee is aware of such comment. Should the employee refuse to sign the document, that fact should be noted on the document, and signed or initialed by the supervisor.

A peace officer shall have thirty (30) calendar days within which to file a written response to any comment entered in his or her personnel file. Such written comment shall be attached to, and shall accompany the adverse comment. Non peace officers shall have five (5) working days in which to provide such written response.

Peace officer personnel files shall be additionally governed by Section 1026 of Imperial County Sheriff's Office Manual of Policies and Procedures.

Article 29 PERFORMANCE EVALUATION

Employees shall be evaluated in accordance with the standards and procedures provided in section 1002 of the Imperial County Sheriff's Office Manual of Policies and Procedures except where expressly inconsistent with applicable County Ordinance.

Article 30 NO STRIKE-LOCKOUT

The County and the ICSA agree that during term of this MOU the ICSA officers shall not sanction, encourage, actively support, assist or participate in any strike, slow-down, work stoppage or other concerted activity which interferes with the operations Sheriff's Department. Any employee who violates this provision will be subject to appropriate disciplinary action. The County shall not lockout employees during the term of this MOU. Nothing in this Article shall preclude an employee from engaging in concerted activity which does not interfere with the operations of the Sheriff's Department or which is protected speech.

Article 31 SEVERABILITY OF PROVISIONS

If any provision of this MOU, or any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this MOU should be held to be invalid or contrary to law, the remaining provisions shall not be affected, but shall continue to be given full force and effect as if the part so held had not been included herein. The County and the ICSA shall meet over the affected provision as soon as possible to find a mutually agreeable alternative to the impacted provision.

Article 32 EFFECT OF MOU

- A. The terms and conditions set forth in the Articles and provisions of this MOU represent the full and complete understanding and commitment between the parties as to those terms which may not be altered, changed, added to, deleted from or modified unless by mutual agreement in

writing. Side Letters of Agreement previously entered into by the parties shall remain in full force and effect unless inconsistent with the terms of this MOU.

- B. This MOU shall be full settlement of all issues which were, could have been, or may be the subject of meet and confer at the time of its final ratification by the Board of Supervisors. It is further agreed that these terms and conditions of employment shall not be the subject to meet and confer during term of this MOU. The County has the right to act on any matter during the term of this MOU as long as any such action is not in violation of this MOU or is not a matter within the scope of representation which is not covered by this MOU.
- C. Any policies and practices inconsistent with the express terms of this MOU may be deleted by the County or modified to be consistent therewith. The County may amend, change, delete or adopt ordinances, policies and practices so long as such ordinances, policies and practices do not violate specific and express terms of this MOU and do not modify matters within the scope of representation which are not covered by this MOU.
- D. The County shall give reasonable written notice to the ICSA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope representation proposed to be adopted by the County and shall give ICSA the opportunity to meet with County. In cases of emergency, the County shall give the ICSA such notice and opportunity to meet at the earliest practicable time following the adoption such ordinance, rule, resolution, or regulation.
- E. Any additional terms and conditions of employment within the scope of representation not expressly covered by this MOU which may be contained in the Imperial County Sheriff's Office Manual of Policies and Procedures shall be governed by the terms of that Manual and existing County Ordinances. Such Policies and Procedures Manual may include procedures and other terms and conditions of employment which are within the scope of representation that are in addition to and augment the terms of County Ordinances and the terms of this MOU. However, wherever a term of the Manual is expressly inconsistent with a specific and express term of an applicable County Ordinance, and such term cannot be construed or applied to be consistent with a particular term of the Ordinance, the term of the County Ordinance shall apply.

Article 33 RE-OPENER PROVISIONS

Contract re-opener negotiations during the term of this agreement shall be limited to the following:

1. Article 9 Health Insurance

Plan Year employee rates commencing January 1, 2016: There shall be a reopener June 1, 2015 for the Plan Year employee rates commencing January 1, 2016.

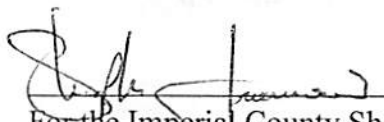
Plan Year employee rates commencing January 1, 2017: There shall be a reopener June 1, 2016 for the Plan Year employee rates commencing January 1, 2017.

2. With the exception of Article 8 (Salaries), an article of each party's choice during FY 2015-2016 and 2016-2017.

This Article shall in no way preclude the parties from meeting and conferring as required over any modifications to the Drug and Alcohol Policy; County of Imperial Employee Handbook, Sexual Harassment Policy; FMLA Policy; and the County of Imperial Employer-Employee Relations Policy; nor shall this Article preclude the parties' participation in any effects bargaining obligations pertaining to the exercise of the County's Management Rights set forth in Article 5.

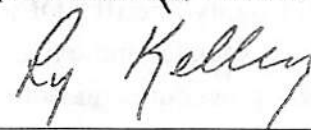
This Agreement shall not be effective unless approved by the Board of Supervisors.

Upon notice to the County that the bargaining unit has ratified the provisions of this Agreement, the County shall provide to the Imperial County Sheriffs Association negotiators two copies of an MOU containing the above revisions to the current MOU for review, signature and return of one executed copy to the County for approval by the Board of Supervisors.



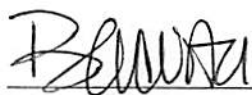
For the Imperial County Sheriffs Association
Stephen Leonese, Chief Negotiator

1/26/15
Date



For the County of Imperial,
Ryan Kelley
Chairman of the Board of Supervisors

01-27-15
Date



Blanca Acosta
Clerk of the Imperial County Board of Supervisors

01-27-15
Date

Appendix "A"

Salary Schedule

Current Position	Current Range
Coroner Technician	241
Correctional Corporal	253
Correctional Officer	245
Correctional Officer Recruit	211
Correctional Service Assistant	195
Crime Prevention Coordinator I	191
Crime Prevention Coordinator II	228
Deputy Sheriff	282
Deputy Sheriff Recruit	245
Firearms Instructor	255
Food Service Lead - Jail	183
Food Service Supervisor - Jail	226
Identification Technician	241
Laundry Officer	195
Print Shop Operator	200
Public Safety Dispatcher	237
Public Safety Dispatcher Supervisor	277
Recreation Officer	220
Safety Ranger - Boating	220
Senior Deputy Sheriff	299
Sheriff's Service Officer	207



I hereby certify that the foregoing instrument is a correct copy of the original on file with this office.

Date: 1/29/15

Approved by the Board of Supervisors

Date: 1/27/15 Minute Order # 24

Clerk of the Board of Supervisors
County of Imperial

BY: [Signature]
Deputy